

# UTAH'S MOUNTED THUNDER FOUNDATION

## MEMBERSHIP APPLICATION

**Our Mission is:** To conduct, support and compete in Cowboy Mounted Shooting competitions.

The club will abide by the rules set forth in the Cowboy Mounted Shooting Association (CMSA) Rulebook and other associations, and promote safe shooting events from horseback with an appreciation for the late 1800's Old West and ideals.

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### **Annual Club Membership:**

Single - \$50 \_\_\_\_\_

Family - \$75 \_\_\_\_\_

(persons of the immediate family living in the same household)

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Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Spouse's Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Child's Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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**Please make checks payable to:** Utah's Mounted Thunder (Venmo, CC and Cash also accepted).

**Mail to:** Tad Jolley 5708 West 10400 South Payson, UT 84651

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I understand that I am participating in a sport, which contains dangers, and risks may arise, including, but not limited to, accidental injury, the forces of nature and illness. In consideration of the rights to participate in these events and the services provided for me by the UMT and its agents. I have and do hereby assume the risks associated with such events. The member and/or contestant shall at his own expense, defend the Utah's Mounted Thunder management and/or all UMT sponsors, their members, or employees from any and all such claims and indemnify, from any and all liability, damage and costs arising from injuries to person or property occasioned by any act or omission of the contestant, contestant's minor children or contestant's property. If the undersigned has elected a joint membership in the UMT and CMSA or USMS, the above statements apply to and include all associations. I am not prohibited by law from handling or using, firearms or ammunition. I have never been convicted of a felony nor have criminal charges pending.

Yourself: \_\_\_\_\_

Date: \_\_\_\_\_

Spouse: \_\_\_\_\_

Date: \_\_\_\_\_



**RELEASE AND WAIVER OF LIABILITY  
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT**

**READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT. YOUR SIGNATURE INDICATES YOU UNDERSTAND IT AND AGREE ON ITS TERMS. BY SIGNING THIS AGREEMENT, YOU AND YOUR CHILD ARE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY DAMAGES, FOR ANY REASON, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE OF THE ARENA GROUNDS; IT'S OWNER, EMPLOYEE AND AGENTS ("THE RELEASEES").**

I, \_\_\_\_\_ on behalf of myself (and my minor child) \_\_\_\_\_  
*Print First and Last Name* *Print Child's Names*

I Reside at \_\_\_\_\_ in \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_  
*Street Address* *City* *State* *Zip*

In consideration for allowing me (or my minor child) to handle and ride a horse and on behalf of myself, my child or our personal representatives, heirs, next-of-kin, spouses and assigns, I HERBY:

1. **Acknowledge that a horse or mule may, without warning or any apparent cause**, buck, stumble, gall, rear, bite, kick, run, make unpredictable movements, spook, jump obstacles, step on a person's feet, push or shove a person, saddles or bridles may loosen or break—all of which may cause the rider to fall or be jolted, resulting in serious injury or death.
2. **ACKNOWLEDGE THAT HORSEBACK RIDING IS AN INHERENTLY DANGEROUS ACTIVITY** AND INVOLVES RISKS THAT MAY CAUSE SERIOUS INJURY AND IN SOME CASES DEATH, because of the unpredictable nature and irrational behavior of horses, regardless of their training and past performance.

**Voluntarily assume the risk and danger of injury** of death inherent in the use of the horse, equipment and gear provided to me by Utah's Mounted Thunder or Others, hereinafter referred to as UMT Or Others.

3. **RELEASE, DISCHARGE AND PROMISE NOT TO SUE** the UMT or Others, doing business under its own name or any other name and/or arising out of or related to any loss, damage, or injury (including death) to my person or property.
4. **Release the Releasees** from any claim that such Releasees are or may be negligent in connection with my riding experience or ability including but not limited to training or selecting horses, maintenance, care, fit or adjustment of saddles or bridles, instruction or riding skills or leading and supervising riders.
5. **INDEMNIFY, AND SAVE AND HOLD HARMLESS** UMT or Others, instructors, its employees and agents from and against any loss, liability, damage or cost they may incur arising out of or in any way connected with either my use of the horse and any equipment of gear provided therewith or any acts or omissions of wranglers or other employees or agents.
6. **The Undersigned expressly agrees that the foregoing release and waiver of liability, assumption of risk, and indemnity agreement is governed by the State of Utah** and is intended to be as broad and inclusive as is permitted by Utah Equine Law (RIDE AT YOUR OWN RISK), and that in the event any portion of this Agreement is determined to be invalid, illegal, or unenforceable, the validity, and legality and enforceability of the balance of the Agreement shall not be affected or impaired in any way and shall continue in full legal force and effect.
7. **Acknowledge that the Code of Utah, 78-27B-101** is posted in several places on the grounds. I have read and understand the EQUINE ACTIVITIES IMMUNITY ACT.
8. **Acknowledge that this document is a contract** and agree that if a lawsuit is filed against the UMT, or Others/Owners of other arenas or its agents, employees, or trainers for any injury or damage in breach of this contract, the Undersigned will pay all attorney's fees and costs incurred by the UMT or other Owners of practice facilities in defending such an action.
9. If the person who is to enter into this Agreement is less than eighteen (18) years of age, his/her parent or guardian must read this Agreement and sign below on the behalf of the minor.

**I have read this entire Release of Liability Document. I understand it is a promise not to sue and to release the UMT, or (Others) Owners of other practice facilities, employees and agents for all claims. I have made a free and deliberate choice to sign the Release and Waiver as a condition to Releasees allowing me or my child to ride or handle a horse. I have concluded that the risks involved and the release and waiver of liability is worth the pleasure of horseback riding experience.**

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Signature*